



**SOLICITATION NO. 98-SP-30-12250**

**PARKING GARAGE MANAGEMENT  
& OPERATION**

**HOOVER DAM**

**BOULDER CANYON PROJECT  
NEVADA**

**LOWER COLORADO REGIONAL OFFICE  
BOULDER CITY, NEVADA**

**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**1998**

# **OFFER SUBMITTAL INFORMATION**

Before sealing your offer in the mailing envelope, please take a moment to check the following:

- ☐ In Section A (Standard Form 1449), is it completely filled out?
  - ☐ Have you called the Contracting Office at (702) 293-8588 to verify the number of Amendments that have been issued (if any)?
  - ☐ Have you acknowledged all Amendments?
  - ☐ Have you signed and dated your offer in Blocks 30a and 30c?
  
- ☐ In Section B (Continuation of SF 1449), is it completely filled out?
  - ☐ have you furnished all contract administration data required?
  - ☐ Are the unit prices extended correctly?
  - ☐ Are the totals for the schedules correct?
  - ☐ Have you initialed all changes and erasures?
  
- ☐ In Attachment 1 (Performance Requirements Summary), have you provided a percentage amount?
  
- ☐ In Section E (Solicitation Provisions), have you completely filled out all applicable blanks?
  - ☐ Have you provided your DUNS Number?
  
- ☐ If mailing your offer using the U.S. Postal Service:
  - ☐ Have you obtained a hand-cancelled receipt from the Post Office showing the date and time of mailing?
  
- ☐ If mailing your offer by other than the U.S. Postal Service:
  - ☐ Have you allowed sufficient time for the offer to be received?
  - ☐ Have you used our street address of Bureau of Reclamation, Lower Colorado Region, 400 Railroad Avenue, Boulder City, Nevada 89005?

The above list contains items frequently overlooked by offerors. These items should be carefully considered by offerors to ensure timely receipt of offers and offer responsiveness. Please note that this list is not comprehensive. Offerors are cautioned to carefully review the solicitation and all instructions contained therein. If you have questions regarding any of the above, please contact Caryn Rotheim at telephone No. (702) 293-8588 or e-mail address *crotheim@lc.usbr.gov*.

## Table of Contents

Table of Contents .....	i-iii
Solicitation/Contract/Order for Commercial Items (SF 1449) .....	A-1
Continuation of Blocks 16 Through 18b from SF 1449	
Contract Administration Data	
1. WBR 1452.242-01 Government Administration Personnel--Bureau of Reclamation--Lower Colorado Region (May 1993) .....	B-1
2. WBR 1452.242-02 Contractor's Administration Personnel--Bureau of Reclamation--Lower Colorado Region (May 1993) .....	B-1
Continuation of Blocks 19 Through 24 from SF 1449	
Schedules of Services and Prices/Costs .....	B-2
Contract Clauses	
1. 52.212-4 Contract Terms and Conditions--Commercial Items (Apr 1998) ..	C-1
2. 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Apr 1998) .....	C-4
3. WBR 1452.217-906 Option for Additional Numbered Line Items--Bureau of Reclamation--Lower Colorado Region (Mar 1998) .....	C-6
4. 1452.228-70 Liability Insurance--Department of the Interior (Jul 1996) ....	C-6
5. 52.228-16 Performance and Payment Bonds--Other Than Construction (Sep 1996) .....	C-7
Performance Work Statement	
1.0 General Information .....	1-1
1.1 Scope of Work .....	1-1
1.2 Contractor Personnel .....	1-1
1.2.1 Contractor's Parking Garage Manager .....	1-1
1.2.2 Contractor Employees .....	1-2
1.2.3 Employee Security and Identification .....	1-2
1.3 Quality Control .....	1-2
1.3.1 Plan Submittal .....	1-2
1.3.2 The Quality Control Plan .....	1-3
1.3.3 Records of Inspections .....	1-3
1.3.4 The Government's Quality Assurance Surveillance Plan (QASP) ....	1-3
1.4 Quality Assurance .....	1-3
1.4.1 Performance Evaluation Meetings .....	1-4
1.5 Physical Security .....	1-4
1.6 Submittal Requirements .....	1-4
Table 1a - List of Required Submittals .....	1-6
1.7 Protection of Existing Installations and Structures .....	1-8
1.8 Access to Jobsite .....	1-8

1.9	Safety And Health .....	1-8
1.10	Other Contracts .....	1-9
1.11	Concession Businesses on Parking Garage Bus Level .....	1-9
2.0	Definitions .....	1-10
2.1	General Definitions .....	1-10
2.2	Technical Definitions .....	1-11
2.3	Acronyms .....	1-11
3.0	Government-Furnished Property and Services .....	1-12
3.1	General .....	1-12
3.2	Government-Furnished Property .....	1-12
3.3	Government-Furnished Records .....	1-13
3.4	Government-Furnished Facilities .....	1-13
3.5	Government-Furnished Services .....	1-14
4.0	Contractor-Furnished Items and Services .....	1-15
4.1	General .....	1-15
5.0	Specific Tasks - Parking Garage .....	1-15
5.1	General .....	1-15
5.2	Bus Level Parking .....	1-16
	5.2.1 Bus Level Traffic Management .....	1-16
	5.2.2 Bus Level Fee Collection Operations .....	1-17
	5.2.3 Parking Garage Rules at the Bus Level .....	1-17
5.3.	Auto Level Parking .....	1-17
	5.3.1 Auto Level Traffic Management .....	1-17
	5.3.2 Auto Level Fee Collection Operations .....	1-18
	5.3.3 Parking Garage Rules at the Auto Levels .....	1-18
5.4	Financial and Operation Reporting .....	1-18
	5.4.1 Revenue Collection and Remittal .....	1-18
	5.4.2 Financial and Operational Reporting .....	1-18
	5.4.2.1 Daily Reports .....	1-19
	5.4.2.2 Daily Journals .....	1-19
	5.4.2.3 Monthly Reports .....	1-20
	5.4.2.4 Quarterly Reports .....	1-20
	5.4.2.5 Annual Reports .....	1-20
5.5.	Safety and Security .....	1-20
	5.5.1 General .....	1-20
	5.5.2 Reporting Emergencies .....	1-21
	5.5.3 Reporting Unsafe/Hazardous Conditions .....	1-21
	5.5.4 Reporting Injuries and Illness .....	1-21
	5.5.5 Reporting Property Damage .....	1-22
	5.5.6 Inoperable or Faulty Equipment or Facilities .....	1-22
	5.5.7 Pedestrian Safety .....	1-22
	5.5.8 Hazardous Materials Spills .....	1-22
	5.5.9 Fire Prevention and Suppression .....	1-22
	5.5.10 Lost and Found Property .....	1-23

5.6	Communications .....	1-23
5.6.1	General .....	1-23
5.6.2	Clear Communications .....	1-23
5.6.3	Communications with Government Personnel .....	1-23
5.6.4	Reports and Journals .....	1-24

#### Contract Documents, Exhibits, and Attachments

1.	Wbr 1452.214-08 List of Contract Documents--Bureau of Reclamation-- Lower Colorado Region (Jun 1993) .....	D-1
	List of Drawings .....	D-3

Performance Requirements Summary .....	ATTACHMENT 1
Service Contract Act Wage Determination .....	ATTACHMENT 2
Quality Assurance Surveillance Plan and Contractor Payment Examples .....	ATTACHMENT 3
Hoover Dam Parking Garage Parking Fee Policy .....	ATTACHMENT 4
Historical Parking Patterns .....	ATTACHMENT 5
Government Rules for the Parking Garage .....	ATTACHMENT 6
Rules of Conduct .....	ATTACHMENT 7
Sample Formats of Financial Transaction Reports .....	ATTACHMENT 8
Hoover Dam Emergency Preparedness Plan (Epp), Section 8 ....	ATTACHMENT 9
Visitors Services Lost and Found SOP .....	ATTACHMENT 10
Drawings .....	ATTACHMENT 11

#### Solicitation Provisions

(This Section Will Be Removed from the Contract Document)

1.	52.212-1 Instructions to Offerors--Commercial Items (Apr 1998) .....	E-1
2.	52.212-2 Evaluation--Commercial Items (Oct 1997) .....	E-3
3.	52.212-3 Offeror Representations and Certifications--Commercial Items (Jan 1997) .....	E-4
4.	Offeror's/Contractor's Operational Guide .....	E-10
5.	Site Visit .....	E-12
6.	Additional Instructions for Offerors .....	E-12

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER <div style="text-align: center;">98-314100031</div>		PAGE 4 OF 145 PAGES	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <div style="text-align: center;"><b>98-SP-30-12250</b></div>	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME <div style="text-align: center;"><b>Randy J. Belew</b> <b>(e-mail: rbelew@lc.usbr.gov)</b></div>				b. TELEPHONE NUMBER <i>(No collect calls)</i> <div style="text-align: center;"><b>(702) 293-8570</b></div>	
						8. OFFER DUE DATE/ LOCAL TIME <div style="text-align: center;"><b>06/17/98</b>  <b>07/31/98 @ 3:00 PM</b></div>	
9. ISSUED BY  <b>Mail to:</b>  <b>Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470</b>				CODE LC-3117		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(a) SIC: <b>3823</b> SIZE STANDARD: <b>500 Employees</b>	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				12. DISCOUNT TERMS			
15. DELIVER TO  <b>Overnight Mail to:</b>  <b>Bureau of Reclamation Lower Colorado Regional Office 400 Railroad Avenue Boulder City NV 89005</b>				CODE		16. ADMINISTERED BY  <b>Bureau of Reclamation Lower Colorado Regional Office P.O. Box 61470 Boulder City NV 89006-1470</b>	
17a. CONTRACTOR/ OFFEROR  TELEPHONE NO.				CODE		18a. PAYMENT WILL BE MADE BY  <b>U.S. Department of the Interior Bureau of Reclamation Reclamation Service Center P.O. Box 25508 Denver CO 80225-0508</b>  <u>SUBMIT INVOICES TO ADDRESS IN BLOCK 16.</u>	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE CONTINUATION ON PAGE B-3  <i>(Attach Additional Sheets as Necessary)</i>					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>                    </u> OFFER DATED <u>                    </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN  <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				40. PAID BY			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY <i>(Print)</i>	
						42b. RECEIVED AT <i>(Location)</i>	
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405

OMB No.: 9000-0136  
Expires: 09/30/98

CONTINUATION OF BLOCKS 16 THROUGH 18b FROM SF 1449  
CONTRACT ADMINISTRATION DATA

1. WBR 1452.242-01 GOVERNMENT ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAY 1993)

The contracting office representative responsible for overall administration of this contract is:

Mr. Randy J. Belew (Mail Code: LC-3117), Contract Specialist  
Bureau of Reclamation  
P.O. Box 61470  
Boulder City, Nevada 89006-1470  
Phone No.: (702) 293-8570  
Fax No.: (702) 293-8499  
E-mail address: rbelew@lc.usbr.gov

2. WBR 1452.242-02 CONTRACTOR'S ADMINISTRATION PERSONNEL--BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAY 1993)

Offerors are requested to designate a person who will be in charge of overall administration of this contract.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone No: (    ) - \_\_\_\_\_  
Fax No.: (    ) - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



CONTINUATION OF BLOCKS 19 THROUGH 24 FROM SF 1449  
SCHEDULES OF SERVICES AND PRICES/COSTS

<b>Schedule 1: Parking Garage Management and Operation</b>					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>SCHEDULE 1: Base Year</b>					
1-01	Traffic Management	12	MONTH	\$_____	\$_____
1-02	Financial Management	12	MONTH	\$_____	\$_____
1-03	Safety, Security, and Communications	12	MONTH	\$_____	\$_____
<b>Total for Schedule 1</b>					\$_____
<b>SCHEDULE 2: First Option Year</b>					
2-01	Traffic Management	12	MONTH	\$_____	\$_____
2-02	Financial Management	12	MONTH	\$_____	\$_____
2-03	Safety, Security, and Communications	12	MONTH	\$_____	\$_____
<b>Total for Schedule 2</b>					\$_____
<b>SCHEDULE 3: Second Option Year</b>					
3-01	Traffic Management	12	MONTH	\$_____	\$_____
3-02	Financial Management	12	MONTH	\$_____	\$_____
3-03	Safety, Security, and Communications	12	MONTH	\$_____	\$_____
<b>Total for Schedule 3</b>					\$_____

19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
<b>SCHEDULE 4: Third Option Year</b>					
4-01	Traffic Management	12	MONTH	\$_____	\$_____
4-02	Financial Management	12	MONTH	\$_____	\$_____
4-03	Safety, Security, and Communications	12	MONTH	\$_____	\$_____
<b>Total for Schedule 4</b>					\$_____
<b>SCHEDULE 5: Fourth Option Year</b>					
5-01	Traffic Management	12	MONTH	\$_____	\$_____
5-02	Financial Management	12	MONTH	\$_____	\$_____
5-03	Safety, Security, and Communications	12	MONTH	\$_____	\$_____
<b>Total for Schedule 5</b>					\$_____
<b>TOTAL FOR SCHEDULES 1, 2, 3, 4, and 5</b>					\$_____

## CONTRACT CLAUSES

1. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS  
(APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference.

In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit;

40 U.S.C 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

2. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- X (1) **52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).**
- \_\_\_\_\_ (2) Reserved
- X (3) **52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d)(2) and (3));**
- \_\_\_\_\_ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));
- \_\_\_\_\_ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- X (6) **52.222-26, Equal Opportunity (E.O. 11246).**
- X (7) **52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).**
- X (8) **52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).**
- X (9) **52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).**
- \_\_\_\_\_ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- \_\_\_\_\_ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

- \_\_\_\_\_ (12) Reserved.
- \_\_\_\_\_ (13) 52.225-18, European Union Sanction for End Products (E.O. 12849).
- X (14) **52.225-19, European Union Sanction for Services (E.O. 12849).**
- \_\_\_\_\_ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).
- \_\_\_\_\_ (15)(ii) Alternate I of 52.225-21.
- \_\_\_\_\_ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- \_\_\_\_\_ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- X (1) **52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).**
- X (2) **52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**
- X (3) **52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).**
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

3. WBR 1452.217-906 OPTION FOR ADDITIONAL NUMBERED LINE ITEMS--  
BUREAU OF RECLAMATION--LOWER COLORADO REGION (MAR 1998)

The Government may require performance of services under the additional numbered line items 2-01 through 5-03, identified in Section B, Schedules 2, 3, 4, and 5, First, Second, Third, and Fourth Option Years, in the quantity and at the prices stated in the Schedules. The Contracting Officer may exercise the option by written notice to the Contractor no later than 60 calendar days prior to the completion of the contract performance period then in effect. The performance period of the Option, if the Contracting Officer exercises the option, shall be for one calendar year.

4. 1452.228-70 LIABILITY INSURANCE--DEPARTMENT OF THE INTERIOR  
(JUL 1996)

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

\$100,000



GENERAL LIABILITY

\$500,000 per occurrence

AUTOMOBILE LIABILITY

\$200,000 each person

\$500,000 each occurrence

\$ 20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The Contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

5. 52.228-16 PERFORMANCE AND PAYMENT BONDS--OTHER THAN CONSTRUCTION (SEP 1996)

(a) Definitions. As used in this clause--

Contract price means the total amount of the contract for the term of the contract (excluding options, if any) or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the contract price and a payment bond (Standard Form 1416) in an amount equal to 30 percent of the contract price.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer within 15 calendar days after award, but in any event, before starting work.

(d) The Government may require additional performance bond protection when the contract price is increased. The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(e) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

## PERFORMANCE WORK STATEMENT

### 1.0 GENERAL INFORMATION

The format of this Performance Work Statement (PWS) represents a departure from the traditional format used in the past. The intent of this format is to solicit the most efficient and effective plan that accomplishes the requirements. To achieve this goal:

- (1) Significant process improvements are desired.
- (2) "How-to" procedures have been removed, wherever possible.
- (3) The requirements in the PWS are defined based on the output of services.
- (4) A mix of contract price and cost mechanisms, such as incentives and deductions, will be used to focus on outputs and not effort.
- (5) The selection for award will be based on a Best Value evaluation, including past performance as an evaluation factor.

The Government is not soliciting proposals for "the same old way" of doing business. The Government encourages proposals that will achieve a combination of cost savings to the Government and enhanced public service through innovative operational processes and management systems.

### 1.1 SCOPE OF WORK

The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to manage and operate the Hoover Dam Parking Garage as described in this Performance Work Statement, except as otherwise detailed herein (see Section 3.0, Government-Furnished Property and Services). The Contractor shall perform to the standards in this contract (see Attachment 1, Performance Requirements Summary).

Hoover Dam is located in Clark County, Nevada, approximately 29 miles southeast of Las Vegas, Nevada.

### 1.2 CONTRACTOR PERSONNEL

#### 1.2.1 CONTRACTOR'S PARKING GARAGE MANAGER - KEY PERSONNEL

At the time of contract award, the individuals designated in the Contractor's Operational Guide as the Parking Garage Manager and (in the absence of this Manager) Alternate(s) shall have full authority to act in all matters of contract administration (including payments and modifications) on behalf of the Contractor and shall be responsible for the performance of the work.

In the event the Contractor desires to change the individuals designated as the Parking Garage Manager or Alternate(s), the Contractor shall submit, in writing to the CO at least two weeks prior to such change, the names and qualifications of personnel that will replace them. The individuals designated as Parking Garage Manager or Alternate(s) shall not be changed without the prior written concurrence of the CO.

The Parking Garage Manager and alternate(s) shall be available to meet with the COR, at the site of work, during normal duty hours within 60 minutes of the COR requesting such a meeting.

The Parking Garage Manager and alternate(s) must be able to read, write, speak, and understand English.

### 1.2.2 CONTRACTOR EMPLOYEES

The Contractor shall not employ persons for work on this contract if such employee is considered by the Contracting Officer to be a potential threat to the health, safety, or security of people visiting or working at any Hoover Dam facilities.

Contractor personnel shall present a neat appearance and be easily identifiable as Contractor employees (for example, by wearing uniforms or identification badges or similar distinguishing clothing.)

Contractor personnel shall identify themselves as such, to avoid creating the impression that they are Government officials (pursuant to FAR 37-114(c)).

### 1.2.3 EMPLOYEE SECURITY AND IDENTIFICATION

Prior to beginning performance of work the Contractor shall provide the COR with a list of all employees who will perform on-site work under this contract. The list shall include the full name, address, telephone number, and work assignment of each employee. The Contractor shall notify the COR in writing of any addition, deletion or change in work assignment within 24 hours of such change. In restricted areas where access is by key or key card, doors shall not be propped open while work is in progress or at any other time. Other doors to restricted areas shall not be left open.

The Government will issue a numbered identification badge clearly identifying the employee and their employer. Such identification shall be required for all employees on the job site and shall be worn by employees at all times while on job site. Special badges are required for entry into restricted areas, and such badges will be furnished by the Government as needed. Lost or replacement badges shall be at the Contractor's expense.

## 1.3 QUALITY CONTROL

1.3.1 Plan Submittal: The Contractor shall submit a Quality Control Plan to the Contracting Officer for acceptance not later than the pre-performance conference. The plan submittal shall be in accordance with the requirements of contract paragraph 1.8,

Submittal Requirements, and the plan shall contain the items listed below in subsection 1.3.2.

1.3.2 The Quality Control Plan shall include:

(1) A description of the inspection system which the Contractor will use to monitor all required services as listed on the Performance Requirements Summary (PRS, see Attachment 1). The description shall specify the areas to be inspected on both a scheduled and random basis, the frequency of the inspections, and the title and organizational placement of the inspectors. In addition, control procedures for any government-provided keys or key cards shall be included.

(2) A description of the methods to be used for identifying, correcting and preventing defects in the quality of service performed.

(3) A description of the records to be kept to document inspections and corrective or preventive actions taken.

(4) A description of the methods to be used to ensure that all segments of the public are treated fairly and impartially.

(5) A description of the record management plan, including a description of the records created, location and media-type of records, record retention schedule, and availability of records for review.

1.3.3 Records of Inspections shall be kept and made available to the Contracting Officer, upon request, throughout the contract performance period and for the period after contract completion until final settlement of any claims arising under or related to this contract.

1.3.4 The Government's Quality Assurance Surveillance Plan (QASP) will be designed to measure the effectiveness of the Contractor's Quality Control Plan.

## 1.4 QUALITY ASSURANCE

In accordance with the clause paragraph 52.212-4(a), Inspection/Acceptance, the Government will evaluate the Contractor's performance under this contract. The Government intends to follow, but is not limited to, the surveillance methods listed on the PRS. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the Parking Garage Manager to initial the observation. The initialing of the observation does not necessarily constitute the Contractor's concurrence with the observation, only acknowledgment that he or she has been made aware of the Government's position that the observation is an instance of defective performance. Government surveillance of required services not specifically listed in the PRS, or Government surveillance by methods other than those listed in the PRS (provided for by the Inspection of Services clause) may occur during the performance period of this contract. Any action taken by

the Contracting Officer as a result of surveillance will be in accordance with the terms of this contract.

1.4.1 Performance Evaluation Meetings. The Contracting Officer may require the Parking Garage Manager to meet with the Contracting Officer, COR, or other Government personnel as deemed necessary. The Contractor may request a meeting with the Contracting Officer when they believe such a meeting is necessary. The Government will record the minutes of any such meetings, and will furnish the Contractor with a written copy of these minutes. The Parking Garage Manager and the Contracting Officer (or COR) will acknowledge their concurrence with the contents of the meeting minutes by signature. If the Contractor does not concur with any portion of the minutes, they shall provide a statement detailing the reason(s) for their nonconcurrence, in writing, to the Contracting Officer within 7 calendar days following receipt of the minutes.

## 1.5 PHYSICAL SECURITY

Hoover Dam, Hoover Powerplant, and appurtenant facilities (including the Parking Garage and Visitors Center) require effective security measures to ensure uninterrupted operations. Such security is provided by the Hoover Dam Security and Law Enforcement Group. The security regulations in force provide for controlled access to certain restricted areas, including the crest of the dam, switchyards, powerplants, and other critical areas including the powerplant Control Room. The Bureau of Reclamation may designate or redefine such restricted areas anywhere within the Dam, Powerplant or facilities.

The Contractor and Contractors employees shall comply with all security rules and regulations in force during the performance of this contract.

The Contractor shall safeguard all government property provided for Contractor use.

The Contractor shall establish and implement procedures to protect Government-furnished keys and key cards against loss or unauthorized use. All keys and key cards will be initially furnished by the Government. The Contractor shall immediately report to the COR any instances of lost keys, badges or key cards. The Contractor shall ensure that keys, badges and key cards issued to them by the Government are not used by any persons other than the Contractor's employees. The Contractor shall ensure that their employees do not open restricted areas for, or permit the entrance of, any persons other than Contractor personnel engaged in performance of work under this contract.

## 1.6 SUBMITTAL REQUIREMENTS

The Contractor shall provide all materials and perform all work required for furnishing submittals to the Government, in accordance with provisions, clauses, and paragraphs of this PWS.

The Government will complete review of submittals, or resubmittals, for approval, within 14 days of receiving a complete set of all the submittal materials required for a particular Required Submittal Number (RSN).

If the Government uses time in excess of the specified number of calendar days for review of any submittal or resubmittal, additional time, not to exceed the excess time, will be added to the time allowed the Contractor for performance of the service.

After the Government's review, one set of submittals requiring approval will be returned to the Contractor either approved, not approved, or conditionally approved; any required changes will be marked. Submittals that are not approved or that require changes or revisions shall be revised and resubmitted for approval, and shall show changes and revisions with revision date. All requirements specified for the initial submittal shall apply to any resubmittals required. All submittals which are to be resubmitted shall be resubmitted by the Contractor within 5 calendar days after the Contractor has received the Government's comments, except as otherwise defined in this PWS.

In Table 1A below, the column headed "No. of sets to be furnished" designates the number of submittal sets that are to be furnished to the following offices:

CQ (Contracting Officer) at:

Bureau of Reclamation  
Attention: Contracting Officer, LC-3110  
P.O. Box 61470  
Boulder City NV 89006-1470

COR (Contracting Officer's Representative) at:

Bureau of Reclamation  
Attention: Office Director Public Services, LCD-7000  
P.O. Box 60400  
Boulder City NV 89006-0400

Finance Office at:

Bureau of Reclamation  
Attention: Accounting, LC-3200  
P.O. Box 61470  
Boulder City NV 89006-1470

Table 1A - List of Required Submittals

LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
1	Bonds	52.228-16	Performance and payment bonds	1 to CO	Within 15 calendar days after award
2	Insurance - Work on a Government Installation	1452.228-70	(1) Written certification that the required insurance has been obtained (2) Current certification of insurance for each subcontractor	1 each to CO	(1) Before commencing work under the contract (2) Upon CO request
3	Payment	52.212-4(i) and 52.232-33	Payment information	1 to CO	After award but no later than 15 days prior to initial request for payment
4	Employee Security and Identification	1.2.3	List of employees	1 to COR	Prior to commencing on-site performance
5	Quality Control Plan	1.3.1	Quality Control Plan	2 to COR	Not later than pre-performance conference
6	Daily Reports	5.4.2.1	(1) Summary of financial transactions (2) Total revenue collected (3) Reconciliation of daily receipts	1 each to COR and 1 each to Finance Office	By close of the following business day
7	Daily Reports	5.4.2.1	(1) Detailed transaction report for each cashier (2) Copy of Bank Deposit Slips	1 each to COR	By close of the following business day
8	Daily Journals	5.4.2.2	(1) Vehicles entering the bus level (2) Vehicles entering the auto levels	1 each to COR	Upon COR request, and no later than 7 calendar days following the end of the preceding month
9	Monthly Reports	5.4.2.3	(1) Summary of financial transactions (2) Current month's revenue and previous year's revenue for the same month	1 each to COR	No later than 7 calendar days following the end of the preceding month



LIST OF REQUIRED SUBMITTALS					
RSN	Item	Reference Subparagraph	Submittals Required	No. of sets to be furnished	Due date or Delivery time
10	Quarterly Reports	5.4.2.4	(1) Summary of financial transactions (2) Current quarter's revenue and previous year's revenue for the same quarter (3) Year-to-date revenue and previous year's year-to-date revenues for the same quarter	1 each to COR	No later than 7 calendar days following the end of each quarter
11	Annual Reports	5.4.2.5	(1) Summary of financial transactions	1 to COR	No later than 7 calendar days following the end of the fiscal year
12	Safety Plan	5.5.1	Safety plan	2 to COR	Prior to commencing on-site performance
13	Unsafe/Hazardous Conditions Report	5.5.3	Report	1 to COR	Within 24 hours of the Contractor becoming aware of unsafe/hazardous condition
14	Injury and Illness Reports	5.5.4	(1) Form GPO 836-653, Contractor's Report of Recordable Injury/Illness (2) Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience	2 each to COR	(1) Within 24 hours of the incident  (2) Within 24 hours of the end of the preceding month
15	Property Damage Report	5.5.5	Report	1 to COR	Within 72 hours of the Contractor becoming aware of the property damage
16	Daily Journal of Incidents	5.6.4(1)	Daily journal of incidents	1 to COR	At least weekly, and upon COR request

## 1.7 PROTECTION OF EXISTING INSTALLATIONS AND STRUCTURES

The Contractor shall safeguard the existing Parking Garage structure and the installations and equipment therein.

The Contractor shall furnish, install, and maintain adequate protection, as needed, to safeguard personnel and existing facilities from harm due to the Contractor's planned method of operations. Such protection shall be subject to approval by the Contracting Officer. The materials furnished by the Contractor to provide protection shall remain the property of the Contractor and, upon completion of the work, shall be removed from the jobsite by the Contractor.

The Contractor shall not discharge anything but clear water into the building drainage system.

Drawings included in this PWS are for information only, pertaining to general layout of the Parking Garage structure, and do not show all equipment and materials existing in work areas.

The Contractor shall repair, at Contractor expense, any damage to real or personal property caused by Contractor action or by failure of the Contractor to adequately protect the property. If the Contractor fails to make repairs in a timely manner, the Government may elect to repair the damage and to charge the Contractor the costs of repair.

## 1.8 ACCESS TO JOBSITE

Due to the number of people who visit Hoover Dam, the Government must limit the number of Parking Garage spaces provided for use by non-public parties. Therefore the Contractor and Contractor employees will not be permitted to park in the Parking Garage. Other parking resources in the area are limited. The Contractor shall coordinate parking needs and transportation of Contractor's employees to jobsite with the COR prior to beginning performance of work.

## 1.9 SAFETY AND HEALTH

The Contractor shall not require any employee in the performance of this contract to work under conditions which are unsanitary, hazardous, or dangerous to the employee's health or safety, as determined under Reclamation Safety and Health Standards promulgated by the Secretary of Labor under section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq), as amended, and Reclamation Safety and Health Standards, published by the Bureau of Reclamation.

The Contractor shall comply with the Bureau of Reclamation "Reclamation Safety and Health Standards" (RSHS) manual. The RSHS manual can be ordered from: The Government Printing Office, Superintendent of Documents, North Capitol and H St. N.W., MS-SSMC - Room 566, Washington, D.C. 20401 (Stock item GPO-024-003-00178-3).

The Contractor shall comply with all applicable safety and occupational health requirements set forth in 29 CFR 1910, OSHA's General Industry Standards. If the Contractor fails or refuses to promptly comply with safety requirements, the CO may issue an order stopping all or part of the work until satisfactory corrective action has been taken.

There are no known "unusual" hazards in the Parking Garage structure, however Contractor employees should be aware that the Parking Garage can become congested with people and vehicles. Contractor employees should also be made aware they will occasionally encounter visitors who are angry and who may be antagonistic.

Ordinary potential hazards exist that Contractor employees should be aware of, including stairs, ramps, driveways and the highway. Contractor employees will occasionally be exposed to moving vehicles operated by the general public and they may be exposed to slip hazards (spilled drinks or automobile oil leaks and other automotive liquids). Contractor employees working on the bus level will be exposed to exhaust fumes and engine noise. Although Government tests indicate that the levels of fumes and noise in the Parking Garage are within allowable OSHA safety limits, the Contractor shall inform all Contractor employees of these potential hazards.

The walking area surfaces near and around the Parking Garage are epoxy coated concrete that can be slippery at times, particularly after a rain or when they are being cleaned by the janitorial crew. The Contractor shall inform all contractor employees of this potential hazard.

#### 1.10 OTHER CONTRACTS

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the CO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

#### 1.11 CONCESSION BUSINESSES ON PARKING GARAGE BUS LEVEL

The purpose of this section is to inform the Contractor that the opening of concession businesses on the Parking Garage Bus Level will increase pedestrian traffic at the bus level, and that the Contractor shall still be responsible for the performance of all PWS requirements (especially paragraph 5.2.1(1)) at the prices bid therefor in the applicable Schedule.

In the last quarter of calendar year 1999, two vendors will occupy the 6,500 square foot concession area on the bus level of the parking structure (see Drawing No. 45-D-17296, AP2.1, the area entitled "Commercial Retail Space"). These concessionaires will retail a full line of food and beverages and will operate a gift shop in this

concession area. External seating will be placed on the plaza around the enclosed concession area.

The concessionaires or the Government (**not the Contractor under this PWS**) will be responsible for:

(1) Providing for or arranging access for all delivery trucks at the Parking Garage Bus Level. Normal deliveries will be made prior to 9:00 a.m. each morning. Delivery trucks may be provided access to the bus level from 7:30 a.m. to 9:00 a.m. each morning; and

(2) Providing for or arranging all trash pickups for the concessionaires. Pickups will occur 3 times a week (Monday, Wednesday and Friday) before 6:30 a.m.

Summer peak employment of both concessionaires is projected to be approximately 44 employees combined. Concessionaire employees may not park in the Parking Garage and will be required to park in the Nevada spillway lot or other lots. The only exception to this is that the Government shall reserve two handicap spots, one for the use of each concessionaire, on Parking Garage Level 2.

## 2.0 DEFINITIONS

### 2.1 General Definitions

(1) Defective Service. A service output that does not meet the standard of performance requirement specified in the contract for that service.

(2) Lot. The total number of potential service outputs in a surveillance period.

(3) Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary and the Inspection of Services clause. It is the number of defects or maximum percentage of defects in the lot that is acceptable.

(4) Performance Requirements Summary. A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirements of the listed outputs.

(5) Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, that services conform to established technical requirements, and that satisfactory performance is achieved. Quality assurance refers to actions by the Government for a contracted service.

(6) Quality Control. Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the contract requirements.

(7) Statistical Random Sampling. A sampling method where each service output in a lot has an equal chance of being selected for quality assurance surveillance.

(8) Sample. A sample consists of one or more service outputs drawn from a lot for quality assurance surveillance.

(9) Public Service Office. The Public Service Office is an organization within the Lower Colorado Dams Facilities Office that reports directly to the Area Manager of LCDFO and has the responsibility for managing and operating the Visitors Center, Parking Garage and other facilities at Hoover Dam that are utilized by the visiting public.

## 2.2 Technical Definitions

(1) Coupon. A permit or pass allowing free or reduced cost parking in the Parking Garage.

(2) Oversized Vehicles. Commercial trucks and recreational vehicles.

(3) Fiscal Year: The Government's fiscal year is from October 1 through September 30 with quarter ending dates of December 31, March 31, June 30 and September 30.

## 2.3 Acronyms

(1) USBR or BOR: Bureau of Reclamation.

(2) CO: Contracting Officer

(3) COR: Contracting Officer's Representative.

(4) EPP: Hoover Dam Emergency Preparedness Plan

(5) GPO: Government Printing Office.

(6) HDPG: Hoover Dam Parking Garage.

(7) LCDFO: Lower Colorado Dams Facilities Office.

(8) MER: Maximum Error Rate.

(9) PRS: Performance Requirements Summary.

(10) PWS: Performance Work Statement.

(11) RSHS: Reclamation Safety and Health Standards.

(12) RSN: Required Submittal Number

### 3.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 General. The Government will furnish the following facilities, equipment, materials, and services in conjunction with Contractor performance of this contract:

#### 3.2 Government-Furnished Property.

(1) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property, equipment and materials described below in paragraph (5) of this subsection. If that property, equipment, or materials, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(a) The Contractor submits a timely written request for an equitable adjustment; and

(b) The facts warrant an equitable adjustment.

(2) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times.

(3) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except:

(a) For reasonable wear and tear;

(b) To the extent property is consumed in performing this contract; or

(c) As otherwise provided for by the provisions of this contract.

(4) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property, equipment, and materials not consumed in performing this contract or previously delivered to the Government.

(5) The Government will provide the following property:

(a) Existing informational and directional signage as currently in place in the Parking Garage;

(b) Absorbent socks to be used to prevent hazardous materials spills from entering the parking garage drain system;

(c) Wallet cards listing emergency phone numbers will be provided to each Contractor employee;

- (d) Existing fire extinguishers;
- (e) Forms required for reporting injuries and illnesses of Contractor employees to the Government (see PWS Section 5.5); and
- (f) Radio(s) to communicate with Government personnel.

The Contractor will be backcharged for any lost or damaged equipment.

### 3.3 Government-Furnished Records

The Government will furnish to the Contractor the monthly revenue figures for parking fees collected by the Government for the 12 months preceding the contract start date in order that the Contractor may comply with PWS Section 5.4.

### 3.4 Government-Furnished Facilities

The Contractor may use space within or around the Parking Garage for materials and equipment storage only with prior Government approval. All space utilization must be coordinated with and approved by the Contracting Officer's Representative (COR). [Note: The Government will remove the "storage shed" located on the 2nd Level of the Parking Garage; this structure will not be furnished to the Contractor for its use.]

The Government has inspected the Parking Garage prior to commencement of this contract for compliance with the Occupational Safety and Health Act (OSHA). Upon commencement of contract performance, compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. Further, the Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with such requirements. If, during the performance of this contract, the Contractor becomes aware of any need to modify the Parking Garage structure in order to comply OSHA requirements, the Contractor shall immediately notify the Contracting Officer in writing.

If, in order to implement their parking garage management plan, the Contractor desires to modify the Parking Garage structure in any way (for example, to construct or install a booth or arm to aid in collecting revenue, or install signs or signals for controlling traffic flow), the Contractor shall submit such request, in writing, to the Contracting Officer. No alterations to the Parking Garage will be made without specific written permission from the Contracting Officer. The Contractor shall be responsible for furnishing any and all drawings, specifications, and manufacturer's data as may be requested by the Contracting Officer in order to review and evaluate the Contractor's request. The CO shall have final authority to either approve or disapprove any such request. All such alterations to the Parking Garage structure resulting from such a Contractor request shall be accomplished by the Contractor, solely at their expense.

At the conclusion of the contract performance period, the Contractor shall return the facilities to the Government in the same condition as received, fair wear and tear and approved modifications excepted. The Contractor shall manage and operate the Parking Garage only in the performance of this contract.

The Contractor may erect a small office or set a trailer in the area near the hoist house on the west side of the Parking Garage (see the area as marked on Drawing No. 45-D-16159, Site & Building Layout Plan). The establishment of such an office or trailer shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure and shall be solely at the Contractor's cost.

### 3.5 Government-Furnished Services.

(1) Utilities: Standard 110V convenience outlets are available for the Contractor's use, however these outlets are located only on the bus level of the Parking Garage. Three-phase electrical power is available on level 2 of the Parking Garage, however there are currently no provisions to accommodate connection or use. For more information pertaining to the existing electrical systems in the Parking Garage, see the Lighting and Power drawings included in Attachment 11.

In the event that the Contractor's plan to manage and operate the Parking Garage requires electrical service beyond what is existing, the Contractor may request the establishment of additional electrical service. The establishment of such additional electrical service shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure, and shall be solely at the Contractor's cost.

(2) Telephone System. The Contractor may use the Government-furnished telephone located in the storage room on the bus level and the telephone located on the wall near the ATM machine on the bus level.

In the event that the Contractor's plan to manage and operate the Parking Garage requires telephone service beyond what is existing, the Contractor may request the establishment of additional telephone service. The establishment of such additional telephone service shall be subject to the same request, review and approval process as outlined above for alterations to the Parking Garage structure, and shall be solely at the Contractor's cost.

(3) Custodial. The Government will furnish the following custodial services:

- (a) Parking Garage trash containers will be emptied daily.
- (b) Parking Garage floors will be cleaned daily.
- (c) Parking Garage restrooms will be cleaned and stocked daily
- (d) Parking Garage elevators and stairs will be cleaned daily.

(4) Refuse Collection. The Government will furnish refuse collection services for the trash dumpsters located in and around the Parking Garage.

(5) Grounds and Facilities Maintenance. The Government will furnish the following maintenance services:



- (a) Maintenance and repair of the elevators located in the Parking Garage;
- (b) Maintenance and repair of the Parking Garage structure and Government-owned equipment within the Parking Garage;
- (c) Cleaning the Parking Garage sumps; and
- (d) Inspecting and servicing the fire extinguishers located in the Parking Garage.

(6) Security and Emergency Services. The Government will provide the following services:

- (a) Opening the rolling door at the Parking Garage, Bus Level before 8:30 a.m., and closing the rolling door after 6:30 p.m.;
- (b) Security for the Parking Garage, employees and visitors, including car and foot patrols and response to reported incidents of vandalism, theft, vagrancy, vehicle accidents, property damage, and suspected terrorist activities. (Contractor employees shall report such incidents in accordance with Section 5.6 below.)
- (c) Assistance with controlling fires that are larger than Contractor employees can handle alone. The Contractor shall request such assistance in accordance with the Hoover Dam Emergency Preparedness Plan, Section 8.
- (c) Assistance with hazardous materials spills that are larger than Contractor employees are trained to handle. The Contractor shall request such assistance in accordance with the Hoover Dam Emergency Preparedness Plan, Section 8.

(7) Training and Orientation.

The Government will furnish the Contractor with initial orientation and training on the proper use of the hazardous materials spills kits located on the bus level of the Parking Garage. The Contractor shall train its employees in the proper use of these spill kits.

#### 4.0 CONTRACTOR-FURNISHED ITEMS AND SERVICES

4.1 General. Except for those items or services specifically stated in Section 3.0 as Government-furnished, the Contractor shall furnish all items and services needed to perform this contract.

#### 5.0 SPECIFIC TASKS - PARKING GARAGE

##### 5.1 GENERAL

The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to manage and operate the Hoover Dam Parking Garage (Parking Garage) as described in this Performance Work Statement (PWS), except as

otherwise detailed herein (see Section 3.0, Government-Furnished Property and Services). The Contractor shall perform to the standards in this contract (see Attachment 1, Performance Requirements Summary).

The Contractor shall operate the Parking Garage seven days a week, for ten (10) hours a day, from 8:00 A.M. to 6:00 P.M., excluding Thanksgiving Day and Christmas Day.

The Contractor's responsibilities for managing and operating the Parking Garage shall include the following principal items:

- a. Traffic Management and Fee Collection Operations at the Parking Garage (Sections 5.1, 5.2 and 5.3)
- b. Financial Management and Operational Reporting (Section 5.4)
- c. Employee, Visitor and Facility Safety and Security (Section 5.5)
- d. Communications with the Government and general public (Section 5.6)

The historical parking patterns at the Parking Garage are included in Attachment 5.

## 5.2 BUS LEVEL PARKING

The bus level parking is located on the first level of the Parking Garage (see Drawing No. 45-D-17296 (AP2.1)).

5.2.1 Bus Level Traffic Management. The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to provide for the safe, orderly and efficient movement of vehicles and pedestrians on the bus level. The Contractor shall:

- (1) take all precautions necessary to ensure pedestrian safety around the buses (see paragraph 5.5);
- (2) take reasonable and prudent precautions to prevent physical damage to the Parking Garage structure or to other vehicles;
- (3) prevent the entry of, and direct away, private passenger vehicles (including commercial trucks, trailer or motor homes) from the bus level;
- (4) manage the flow of private passenger vehicles outside the bus level so as to allow buses to safely leave the garage;
- (5) monitor the bus level during peak periods to determine the carrying capacity, minimize congestion in the facility, and direct buses to remote parking sites; and
- (6) maintain a record of incidents occurring on the bus level in accordance with the requirements of paragraph 5.6.4(1).

5.2.2 Bus Level Fee Collection Operations. The Contractor shall:

(1) collect fees and account for all revenue received from all buses utilizing the bus level, in accordance with the requirements of Section 5.4, Financial Management and the Hoover Dam Parking Fee Policy for the Parking Garage (Attachment 4); and

(2) maintain a daily journal of vehicles entering the bus level in accordance with the requirements of paragraph 5.4.2.2.

5.2.3 Parking Garage Rules at the Bus Level. The Contractor shall:

(1) enforce the Government Rules for the Parking Garage as set forth in Attachment 6 and the Rules of Conduct at Hoover Dam as set forth in Attachment 7; and

(2) immediately report any damaged, inoperable, or faulty equipment or facilities on the bus level, such as broken exhaust system equipment, flooded restrooms, broken automated teller machines, inoperable telephones, or graffiti on signs or walls (see Section 5.6, Communications, for reporting procedures).

(3) notify the COR if the Contractor has concerns about a specific bus company's operations.

5.3. AUTO LEVEL PARKING

Parking for private passenger vehicles is located on the second, third, fourth, and fifth levels (auto levels) of the Parking Garage (see Drawing Nos. 45-D-17297 (AP2.2) through 45-D-17303 (AP2.5A)).

5.3.1 Auto Level Traffic Management. The Contractor shall provide all personnel, equipment, materials, supervision and other items and services necessary to provide for the safe, orderly and efficient movement of vehicles and pedestrians to and from the auto levels. The Contractor shall:

(1) take all precautions necessary to ensure that pedestrians properly enter and exit the facility in a manner that will not interfere with the flow of vehicle traffic;

(2) take reasonable and prudent precautions to prevent physical damage to the Parking Garage structure or to other vehicles;

(3) prevent oversize vehicles (such as commercial trucks, trailers or motor homes) from entering the auto levels;

(4) manage the flow of private passenger vehicles so that traffic does not backup onto Highway 93 or inside the Parking Garage;

(5) monitor the auto levels during peak periods to determine the remaining carrying capacity, minimize congestion in the facility, and direct visitors to remote parking sites as necessary; and

(6) maintain a record of incidents occurring on the auto levels in accordance with the requirements of paragraph 5.6.4(1).

**5.3.2 Auto Level Fee Collection Operations.** The Contractor shall:

(1) collect fees and account for all revenue received from all vehicles utilizing the auto levels in accordance with the requirements of Section 5.4, Financial Management and with the Hoover Dam Parking Fee Policy for the Parking Garage (Attachment 4); and

(2) maintain a daily journal of vehicles entering the auto levels in accordance with the requirements of paragraph 5.4.2.2.

**5.3.3 Parking Garage Rules at the Auto Levels.** The Contractor shall:

(1) enforce the Government Rules for the Parking Garage as set forth in Attachment 6 and the Rules of Conduct at Hoover Dam as set forth in Attachment 7; and

(2) immediately report any damaged, inoperable, or faulty equipment or facilities on the auto levels, such as inoperable elevators, inoperable telephones, or graffiti on signs or walls (see Section 5.6, Communications, for reporting procedures).

**5.4 FINANCIAL AND OPERATION REPORTING**

**5.4.1 Revenue Collection and Remittal.** The Contractor shall collect revenue in United States Dollars in accordance with this contract. The Contractor shall deposit the revenue collected into an account specified and established by the Government, within one business day of collection. If the following day is a holiday or weekend day, the Contractor shall deposit the funds the next business day.

**5.4.2 Financial and Operational Reporting.** The Contractor shall establish and maintain auditable accounts (accounts in accordance with Generally Accepted Accounting Principals) and other books and records pertaining to administration of this contract.

Reports shall be furnished to the CO or duly authorized representative of the Government upon request. The Contractor shall notify the COR within 24 hours of any cumulative or individual cashier overages or shortages of \$20.00 or more in any given day.

The Contractor and its employees shall be subject to unannounced audits by the Government or duly authorized representative. Should any fraud or serious discrepancy arise from any audit, the Government reserves the right to notify the Office

of Inspector General, Federal Bureau of Investigation or other law enforcement agency prior to notifying the Contractor.

The Contractor shall cooperate with the Government's internal and external auditors. The Contractor shall provide any requested documents to the auditors within two business days of the request.

5.4.2.1 Daily Reports. The Contractor shall maintain the daily financial reports listed in paragraphs (1) through (5) below, and shall submit a copy of each report to the COR by the close of the following business day:

- (1) Summary of financial transactions for each business day of the contract, by transaction type and payment method.
- (2) Total revenue collected by each cashier, by transaction type and payment method.
- (3) Reconciliation of daily receipts, including the identification of daily overage or shortage amount.
- (4) A detailed transaction report for each cashier showing overages and shortages and an explanation for each overage or shortage of \$20.00 or more.
- (5) Bank deposit receipt.

A copy of the reports in paragraphs (1), (2), and (3) above, shall also be forwarded to the Regional Finance Office. The Government would prefer that these reports be electronically mailed to the COR and Regional Finance Office in Lotus Spreadsheet format in accordance with the time frames set forth in Paragraph 1.8, Submittal Requirements (this method would suffice in lieu of submitting printed copies of the reports). If the Contractor does not use Lotus Spreadsheet format or does not electronically mail these reports, the Contractor shall submit to the COR a printed copy of all four daily reports, and a second printed copy of reports in paragraphs (1), (2) and (3) shall be forwarded to the Regional Finance Office in accordance with Paragraph 1.8, Submittal Requirements.

5.4.2.2 Daily Journals. The Contractor shall record entries in the following daily journals:

- (1) Daily Journal of Vehicles Entering the Bus Level. Information recorded in the journal shall include: bus identification number, bus company name, tour company name (if different from bus company name), number of passengers, time of arrival, time of departure, and amount of parking fee collected, if any.
- (2) Daily Journal of Vehicles Entering the Auto Levels. Information recorded in this journal shall include: number of private passenger vehicles for which a fee is collected, number of coupons or other promotional documents used to provide

free or reduced fee parking, and the number of vehicles that were issued a permit, pass, or waiver to use the Parking Garage without charge.

The Contractor shall make the journals available to the COR upon request, and shall submit a copy of the journal to the COR no later than seven calendar days following the end of the preceding month.

5.4.2.3 Monthly Reports. The Contractor shall submit the following monthly reports to the COR no later than seven calendar days following the end of the preceding month:

- (1) Summary of financial transactions for the month including revenue collected and number of transactions, by day, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)
- (2) Report of current month's revenue and the previous year's revenue for the same month.

5.4.2.4 Quarterly Reports. The Contractor shall submit the following quarterly reports to the COR no later than seven calendar days following the end of each quarter:

- (1) Summary of financial transactions for the quarter including revenue collected and number of transactions, by month, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)
- (2) Report of current quarter's revenue and previous year's revenue for the same quarter.
- (3) Report of year-to-date revenue and previous year's year-to-date revenue for the same quarter.

5.4.2.5 Annual Reports. The Contractor shall submit an annual report to the COR no later than 7 calendar days following the end of the fiscal year. This annual report shall include the following information:

- (1) Summary of financial transactions for the fiscal year including revenue collected and number of transactions, by vehicle type (commercial carrier or private passenger vehicle) and payment method. (See sample format, Attachment 8.)

## 5.5. SAFETY AND SECURITY

5.5.1 General. The Contractor shall develop a safety plan for onsite operations in accordance with RSHS section 2.7.2 and related sections therein (for example, sections 2.8 and 2.9, and Appendix BB, safety program outline). In addition to the elements listed in the RSHS, the Contractor shall develop and include in its safety plan

a program to train its employees to use fire extinguishers and handle hazardous materials spills.

The Contractor's safety plan shall include weekly safety meetings for all Contractor employees and monthly safety meetings for supervisors in accordance with RSHS section 3.3. The COR will participate in monthly safety meetings with the Contractor's Parking Garage Manager in accordance with RSHS section 2.10.

In addition, the safety plan shall address the safety of visitors in the Parking Garage. The Contractor's evacuation plan shall be consistent with the Hoover Dam Emergency Preparedness Plan (EPP), Section 8.1.3, Evacuation of the Visitor's Center (See Attachment 9).

The Contractor shall submit its safety plan to the COR in accordance with contract paragraph 1.8, Submittal Requirements.

The Contractor and its employees shall cooperate with and participate in random emergency drills held by the Government at Hoover Dam.

**5.5.2 Reporting Emergencies.** The Contractor shall comply with the procedures listed in the EPP for reporting such incidents as fires, bomb threats, chemical spills, or suspicious packages. Hoover Dam policies and phone numbers may be updated periodically. The Government will provide a copy of all updated policies and phone numbers to the Contractor.

The Contractor shall immediately contact the Hoover Dam Control room when any traffic accident occurs.

The Contractor shall record all emergency situations in the incident log in accordance with contract Section 5.6.4(1).

**5.5.3 Reporting Unsafe/Hazardous Conditions.** The Contractor shall orally inform the COR of any unsafe/hazardous conditions within 30 minutes of becoming aware of the condition, and submit a written report within 24 hours. The Contractor shall correct unsafe/hazardous conditions that are within the scope of its responsibility as set forth in this PWS. The Contractor shall record instances of unsafe/hazardous conditions in the incident log in accordance with Section 5.6.4(1).

**5.5.4 Reporting Injuries and Illness.** The Contractor shall investigate and report accidents, injuries, or illnesses in accordance with RSHS section 2.13. If a Contractor employee is injured, the Contractor shall complete Form GPO 836-653, Contractor's Report of Recordable Injury/Illness and submit the form to the COR within 24 hours of the incident. The Contractor shall complete BOR Form 7-2218, Contractor Monthly Summary of Occupational Injuries/Illnesses Experience each month and submit it to the COR within 24 hours of the end of the preceding month.

The Contractor shall immediately contact the Hoover Dam Nurses, telephone extension 250, if anybody requires medical treatment. The Contractor shall record instances of accidents, injuries and illnesses in the incident log in accordance with Section 5.6.4 (1).

5.5.5 Reporting Property Damage. The Contractor shall orally report all incidents of property damage to the COR within four hours of becoming aware of the damage. The Contractor shall submit a written report of the facts and extent of damage to the COR within 72 hours. The Contractor shall record instances of property damage in the incident log in accordance with Section 5.6.4 (1).

5.5.6 Inoperable or Faulty Equipment or Facilities. The Contractor shall orally report all inoperable or faulty equipment or facilities to the COR within one hour of becoming aware of the condition. The Contractor shall record instances of inoperable or faulty equipment or facilities in the incident log in accordance with Section 5.6.4 (1).

5.5.7 Pedestrian Safety. In order to ensure the safety of pedestrians the Contractor shall:

(1) prevent pedestrians from entering the bus parking area or the bus drive entrance (areas shown on Drawing No. 45-D-17296 (AP2.1));

(2) immediately contact the Hoover Dam Nurses in accordance with section 5.5.3 when accidents or injuries occur; and

(3) follow the procedures detailed in the EPP, Section 8.2, in the event of a bomb threat or other emergency situation.

5.5.8 Hazardous Materials Spills. In order to ensure the safety of pedestrians and employees, the Contractor shall follow the EPP, Section 8.3 pertaining to Hazardous Materials Spills. Hazardous Materials include all automotive fluids.

(1) The Contractor shall wipe up incidental oil spills (one gallon or less), within 30 minutes of occurrence, from all parking stalls on the bus level with Contractor-furnished absorbent pads.

(2) The Contractor shall immediately notify the Government Official designated in the EPP, Section 8.3, in the event of any major hazardous spills (more than one gallon) and use Government-furnished absorbent socks to prevent the spill from flowing into the Parking Garage drain system.

(3) The Contractor shall include major hazardous materials spills in the incident log in accordance with Section 5.6.4 (1) and cooperate with Government officials in filling out required incident reports.

5.5.9 Fire Prevention and Suppression. The Contractor shall comply with RSHS, Section 10, Fire Prevention and Protection, in order to minimize the chance of a fire occurring in the Parking Garage. In the event of visible smoke or fire, the Contractor shall follow the procedures listed in the EPP, Section 8.1.2. The Contractor or its



employees may attempt to suppress small fires with Government-furnished fire extinguishers if they are trained in the use of the available fire extinguishers and can safely fight the fire.

5.5.10 Lost and Found Property. The Contractor shall follow the procedures listed in the Visitors Services Lost and Found SOP (Attachment 10). The Contractor shall fill out Form 7-2276 and notify the Lead Guide or other designated Government Official within 30 minutes of finding any lost property.

## 5.6 COMMUNICATIONS

5.6.1 General. This contract requires coordination and communication among several parties including the visiting public, commercial bus and tour companies, fee collectors, Hoover Dam tour guides, nursing, security and law enforcement personnel.

5.6.2 Clear Communications. The Contractor shall provide personnel that understand the English language and are able to communicate clearly and easily, orally and in writing. The personnel hired must be capable of using electronic communications such as radios and telephones. The ability to communicate in multiple languages would be advantageous when interacting with foreign language-speaking or hearing impaired visitors.

5.6.3 Communications with Government Personnel. During the normal course of the day, the Contractor's employees may need to communicate with Government employees, however the Contractor's employees should be advised they are not to take direction from Government employees other than the COR.

(1) Contract Administration. The COR will be the Contractor's primary point of contact for matters pertaining to daily contract administration. Only the Contracting Officer, however, may enter into a binding agreement with the Contractor that alters any of the terms or conditions of the contract. Any such contract change will be executed by bi-lateral contract modification signed by both the Contractor and the Contracting Officer.

(2) Security and Law Enforcement Assistance. To request non-emergency Hoover Dam security or law enforcement assistance for situations not covered in section 5.5, Contractor employees shall call the Hoover Dam Security and Law Enforcement Group, telephone extension 312. In emergency situations, Contractor employees shall call the Hoover Dam Control Room at extension 231 or 232. The Contractor shall record instances of emergency situations in the incident log in accordance with Section 5.6.4(1).

(3) Public Information. The Contractor shall direct persons with inquiries unrelated to the Parking Garage to the following location or Government Official:

- a. For inquiries regarding the location of Hoover Dam facilities, to the nearest informational sign.

- b. For inquiries regarding Hoover Dam tours, to the nearest informational sign.
- c. For inquiries regarding meeting a specific Government Official at Hoover Dam, to the lead guide desk in the Visitor's Center or other designated Government Official.
- d. For inquiries regarding cultural or natural history, to the Hoover Dam Visitor's Center Exhibit Area.
- e. For inquiries regarding other attractions in the surrounding area, to the Hoover Dam Visitor's Center Exhibit Area.
- f. For inquiries relating to traffic flow, parking restrictions, or commercial carrier permit requirements, to the Security and Law Enforcement Group Office.

(4) Emergency Phone Numbers. During performance of contract work, each Contractor employee shall have in their possession a government-furnished wallet card of emergency numbers.

5.6.4 Reports and Journals. The Contractor shall maintain the following reports and journals:

(1) A daily journal of incidents that occur in the Parking Garage in accordance with Section 5.5. Examples of such incidents may include, but are not limited to: customer feedback, vehicle accidents, damage to the physical structure, lost or stolen property, suspicious packages, bus drivers violating the Parking Garage Rules, interruption of elevator service, broken equipment in the restrooms, difficulty with telephones (or any other Parking Garage equipment). The information recorded in this journal shall include, at a minimum: the time and location of the incident, a brief description of the nature of the incident, and (if a bus is involved) the name of the bus company. If a bus is involved, and the information is available, the journal shall also include the bus identification number, name of the bus driver, and the tour company name (if different than the bus company name). A copy of this journal shall be submitted to the COR at least weekly, or upon request of the COR.

(2) Financial and operational reports in accordance with Section 5.4.

## CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

1. WBR 1452.214-08 LIST OF CONTRACT DOCUMENTS--BUREAU OF RECLAMATION--LOWER COLORADO REGION (JUN 1993)

ATTACHMENTS		
Att. No.	Title	No. of pages
1	<b>Performance Requirements Summary</b>	
	Performance Requirements Summary for First Quarter of Contract Performance (Phase-in Period)	2
	Performance Requirements Summary for Second and Subsequent Quarters of Contract Performance	2
2	<b>Service Contract Act Wage Determination</b>	9
3	<b>Quality Assurance Surveillance Plan and Contractor Payment Examples</b>	17
4	<b>Hoover Dam Parking Garage Parking Fee Policy</b>	
	Policy for Auto and Bus Level Parking Fees	1
5	<b>Historical Parking Patterns</b>	
	Analysis of Private Passenger Vehicles by Month & Day	3
	Analysis of Commercial Vans & Bus Arrivals With and Without Advance Ticketed Passengers	1
	Survey of Buses Entering the Parking Garage to Discharge Passengers	1
	Analysis of Commercial Vans & Bus Arrivals Using the Parking Garage	1
6	<b>Government Rules for the Parking Garage</b>	1
7	<b>Rules of Conduct</b>	3

ATTACHMENTS		
Att. No.	Title	No. of pages
8	<b>Sample formats of Financial Transaction Reports</b>	
	Private Passenger Vehicle Parking Garage Volume - Fiscal Year 1998	1
	Private Passenger Vehicle Parking Garage Revenue - Fiscal Year 1998	1
	Fiscal Year Summary of Private Passenger Vehicles in the Parking Garage	1
9	<b>Hoover Dam Emergency Preparedness Plan (EPP), Section 8</b>	11
10	<b>Visitors Services Lost and Found SOP</b>	2
11	<b>Drawings</b> (see following List of Drawings)	21

LIST OF DRAWINGS		
Sheet No.	Drawing No.	Drawing Title
1	45-D-17160 (A1.2)	Site & Building Layout Plan
2	45-D-17296 (AP2.1)	Parking - Level 1
3	45-D-17297 (AP2.2)	Parking - Level 2
4	45-D-17298 (AP2.3)	Parking - Level 3
5	45-D-17299 (AP2.3A)	Parking - Level 3A
6	45-D-17300 (AP2.4)	Parking - Level 4
7	45-D-17301 (AP2.4A)	Parking - Level 4A
8	45-D-17302 (AP2.5)	Parking - Level 5
9	45-D-17303 (AP2.5A)	Parking - Level 5A
10	45-D-17309 (AP3.1)	Elevations
11	45-D-17310 (AP3.2)	East Elevation
12	45-D-17311 (AP3.3)	West Elevation
13	45-D-17558 (EP2.1)	Parking Level 1 - Lighting
14	45-D-17559 (EP2.2)	Parking Level 2 - Lighting & Power
15	45-D-17560 (EP2.3)	Parking Level 3 - Lighting & Power
16	45-D-17561 (EP2.3A)	Parking Level 3A - Lighting & Power
17	45-D-17562 (EP2.4)	Parking Level 4 - Lighting & Power
18	45-D-17563 (EP2.4A)	Parking Level 4A - Lighting & Power
19	45-D-17564 (EP2.5)	Parking Level 5 - Lighting & Power
20	45-D-17565 (EP2.5A)	Parking Level 5A - Lighting & Power
21	45-D-16566 (EP3.1)	Parking Level 1 - Power

SOLICITATION PROVISIONS

(This section will be removed from the contract document)

1. 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 1998)

(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show----

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

~~(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.~~

(i) Availability of requirements documents cited in the solicitation.

(1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 (telephone: (202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone: (215) 697- 2569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service

and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone: (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [customerservice@mail.dnb.com](mailto:customerservice@mail.dnb.com).

## 2. 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 1997)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (i) Price
- (ii) Past Performance
- (iii) Technical Approach
- (iv) Quality Control Plan
- (v) Expertise, Qualifications and Experience of Key Personnel

Factors (iii), (iv), and (v) above will be evaluated based on the offeror's Operational Guide submitted as a part of the proposal (see "4. OFFEROR'S/CONTRACTOR'S OPERATIONAL GUIDE" below).

All evaluation factors other than cost or price, when combined, are approximately equal to cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).



(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

3. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (JAN 1997)

(a) Definitions. As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least

51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M).

(1) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other. State basis. \_\_\_\_\_

(2) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity:
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(3) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it ( ) is, ( ) is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it ( ) is, ( ) is not, a women-owned business concern.

~~(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:~~

~~(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]~~

~~(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.~~

~~(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:~~

~~(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or~~

~~(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts) (Check one of the following):~~

Number of Employees

~~\_\_\_ 50 or fewer ...  
\_\_\_ 51-100 .....  
\_\_\_ 101-250 .....  
\_\_\_ 251-500 .....  
\_\_\_ 501-750 .....  
\_\_\_ 751-1,000 ....  
\_\_\_ Over 1,000 ....~~

Average Annual Gross Revenues

~~\_\_\_ \$1 million or less  
\_\_\_ \$1,000,001-\$2 million  
\_\_\_ \$2,000,001-\$3.5 million  
\_\_\_ \$3,500,001-\$5 million  
\_\_\_ \$5,000,001-\$10 million  
\_\_\_ \$10,000,001-\$17 million  
\_\_\_ Over \$17 million~~

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities. (Applies only if the contract amount is expected to exceed \$10,000)--

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

~~(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)~~

~~(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States, a designated country, a North~~

~~American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.~~

~~(2) Excluded End Products:~~

~~LINE ITEM NO. COUNTRY OF ORIGIN~~

~~\_\_\_\_\_~~

~~(List as necessary)~~

~~(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (f)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:~~

~~(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"~~

~~\_\_\_\_\_~~  
~~(Insert line item numbers)~~

~~(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"~~

~~\_\_\_\_\_~~  
~~(Insert line item numbers)~~

~~(4) Offers will be evaluated in accordance with FAR Part 25.~~

~~(g) (1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)~~

~~(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.~~

~~(ii) Excluded End Products:~~~~LINE ITEM NO. COUNTRY OF ORIGIN~~~~\_\_\_\_\_~~~~(List as necessary)~~

~~(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":~~

~~\_\_\_\_\_~~~~(Insert line item numbers)~~

~~(iv) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.~~

~~(2) Alternate I. If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:~~

~~(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will not be deemed Canadian end products. The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program":~~

~~\_\_\_\_\_~~  
~~(Insert line item numbers)~~

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax invasion, or receiving stolen property; and ) are, ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

#### 4. OFFEROR'S/CONTRACTOR'S OPERATIONAL GUIDE

Offerors shall develop and submit an "Operational Guide" as a part of their proposal. Upon award of a contract resulting from this solicitation, the successful offeror's Operational Guide will be incorporated into, and made a part of, the contract document. Offerors will develop this Operational Guide based on the requirements contained in this PWS and all attachments, and on their prior experience. The Operational Guide will consist of (a) a Personnel Plan, (b) a Scheduling Plan, (c) a Work Plan, and (d) a Facilities Plan.

(a) In the Personnel Plan Offerors shall include the following items:

(1) Designation of a Parking Garage Manager and Alternate(s) (see PWS paragraph 1.2.1): including name, position in the company, general qualifications, professional references, identification of any foreign languages spoken, and specific expertise in managing and operating Parking Garage structures similar in scope to the requirements contained in this PWS.

(2) Position Descriptions, including performance standards, any certifications and licenses that are required, as currently established in the company, describing the employees with which the Contractor intends to staff this job.

(3) A brief outline of the company's recruitment, hiring, discipline and separation policies (including discussion of procedures in place to identify and avoid instances of conflict of interest).

(4) Employee training and education programs (including use of the Government Furnished training listed in PWS Section 3.4(6)).

(5) A description of the Contractor's policies regarding substance abuse (drugs and alcohol).

(6) Method of identifying company personnel (for example, description of badges or uniforms to be worn by employees on duty).

(7) Contingency plans to ensure continued performance of work required under the contract in the event of an employee strike or other labor supply interruption.

(b) In the Scheduling Plan Offerors shall include the following items:

(1) Detailed plan for the transition from Government to Contractor management and operation of the Parking Garage (including, but not necessarily limited to, phase-in of staff, verification of certifications and training, compatibility of communications, computer systems, and software, and the identification of any need for Government support not explicitly defined in the PWS).

(2) Definition and establishment of normal work hours (including the use of shifts and staggered shifts).

(3) Detailed plan for adjusting work schedules in response to fluctuating volumes of traffic based on historical daily and seasonal visitation patterns.

(c) Attachments 4, 6, and 7 provide current mandatory and advisory regulations and policies for the PWS requirements. PWS Section 5 presents the performance-based requirements for operating and managing the Parking Garage. With respect to these requirements the Work Plan shall include the following items:

(1) Technical description of the Contractor's proposed method for providing safe, orderly and effective traffic management. An outline of the procedures which Contractor employees will follow in order to meet the emergency and safety requirements of this PWS. The Standard Operating Procedures to be followed for performing the various elements of work required in the PWS.

(2) Any requests for waivers or exemptions from the stated regulations and policies, with appropriate justification or explanation of the advantage to the Government for granting such waiver or exemption.

(3) A detailed description of the Contractor's Quality Control Plan.

(4) Miscellaneous information such as plans for general work area clean-up.

(d) In the Facilities Plan Offerors shall detail the structural, civil, electrical, mechanical, or communications resources needed to implement their proposed method of operating and managing the Parking Garage including:

(1) Design and construction plans and locations for proposed additional structures or modifications to existing structures, including traffic control devices or fee collection equipment.

(2) Electrical Service requirements and locations.

(3) Telephone Service requirements and locations.



## 5. SITE VISIT

**Important Notice:** A formal site visit conference is scheduled for Thursday, July 9, 1998 at 9:00 am local time at the Hoover Dam Visitors Center. At this conference, Government personnel will meet with potential offerors to provide a site orientation. Please contact Mr. Randy Belew, Contract Specialist, at telephone No. (702) 293-8570 or e-mail address [rbelew@lc.usbr.gov](mailto:rbelew@lc.usbr.gov) if you plan to attend.

Offerors are urged to attend the site visit conference and are expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

## 6. ADDITIONAL INSTRUCTIONS FOR OFFERORS

**Important Notice:** Offerors shall complete the Performance Requirements Summary tables included in Attachment 1, by entering a percentage amount in the "Maximum Payment Percent for Meeting the PR" column. The Performance Requirements Summary tables as completed by the successful offeror shall be incorporated as part of the contract document at time of award.

Offers for which a percentage amount is not entered for every Required Service in the "Maximum Payment Percent for Meeting the PR" column may be excluded from consideration.